



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

1594 West North Temple, Suite 1210

PO Box 145801

Salt Lake City, Utah 84114-5801

(801) 538-5340 telephone

(801) 359-3940 fax

(801) 538-7223 TTY

www.nr.utah.gov

Michael O. Leavitt
Governor

Robert L. Morgan
Executive Director

Lowell P. Braxton
Division Director

July 3, 2003

TO: Lowell P. Braxton, Director

THRU: Mary Ann Wright, Associate Director *mon*

THRU: Wayne Hedberg, Permit Supervisor *W. Hedberg*

FROM: Paul B. Baker, Senior Reclamation Biologist *PAB*

RE: Request for Approval of Form and Amount of Replacement Reclamation Surety, Georgia Pacific Corporation, Eagle Canyon Mine, M/015/050, Emery County, Utah

On June 17, 2003, the Division received a joint Letter of Credit in the amount of \$84,700 from Georgia-Pacific Corporation for their Eagle Canyon Mine in Emery County. This Letter of Credit, issued by Bank of America, combined with the existing surety raises the reclamation bond for this site to a total of \$157,700. The bond was increased partly as a result of the routine five-year review and partly as a result of a Notice of Noncompliance where the operator was cited for disturbing a larger area than authorized. The operator has submitted an amendment to its Notice of Intention to Commence Large Mining Operations, and the Division is prepared to issue final approval for this amendment.

The operator also provided the Division with a replacement reclamation contract to reflect the increased disturbance area and bond. If you are in agreement with the acceptance of the revised reclamation surety and replacement reclamation contract, please sign and date the reclamation contract. We will then issue final Division approval for the amendment allowing for expansion of the mine. Thank you for your consideration of this request.

jb

Enclosure: MR-RC & surety

O:\M015-Emery\M0150050-EagleCanyonQuarry\final\Dir-sign-mem-07012003.doc

Approved
LP Braxton
7-10

FORM MR-RC
Revised January 30, 2003
RECLAMATION CONTRACT

File Number M/015/050
Effective Date July 10, 2003
Other Agency File Number UTU-6950

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECEIVED
JUN 30 2003

DIV. OF OIL, GAS & MINING

RECLAMATION CONTRACT
---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)	<u>M/015/050</u>
(Mineral Mined)	<u>Gypsum</u>
"MINE LOCATION":	
(Name of Mine)	<u>Eagle Canyon Quarry</u>
(Description)	<u>T22S, R8E Section 24</u>
	<u>T22S, R9E Section 19</u>
	<u>Emery County - 60 miles east of Salina, UT</u>
"DISTURBED AREA":	
(Disturbed Acres)	<u>45.4</u>
(Legal Description)	<u>(refer to Attachment "A")</u>
"OPERATOR":	
(Company or Name)	<u>G-P Gypsum Corporation</u>
(Address)	<u>P.O. Box 337350</u>
	<u>N. Las Vegas, NV 89033</u>
(Phone)	<u>702-643-8100</u>

"OPERATOR'S REGISTERED AGENT":

Name)

(Address)

(Phone)

Not Applicable

"OPERATOR'S OFFICER(S)":

David R. Fleiner - President

Thomas C. Brooks - Plant Manager

SURETY":

(Form of Surety - Attachment B)

Surety Bond/Joint Letter of Credit

\$157,700 DOGM and BLM

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Aetna Casualty & Surety Co. Bond #

Bank of America Joint Letter of Credit #

"SURETY AMOUNT":

(Escalated Dollars)

\$157,700

"ESCALATION YEAR":

2008

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between G-P Gypsum Corporation the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/015/050 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the approved Notice of Intention and Reclamation Plan received November 19, 1990. The Notice of Intention and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

G-P Gypsum Corporation

Operator Name

By Thomas C. Brooks

Authorized Officer (Typed or Printed)

Plant Manager

Authorized Officer - Position

Thomas C. Brooks

Officer's Signature

June 25, 2003

Date

STATE OF Nevada

COUNTY OF Clark

) SS:
)

On the 25 day of June, 20 03, Thomas C. Brooks
personally appeared before me, who being by me duly sworn did say that he/she is the
of G-P Gypsum Corporation and duly
acknowledged that said instrument was signed on behalf of said company by authority
of its bylaws or a resolution of its board of directors and said
Thomas C. Brooks duly acknowledged to me that said
company executed the same.

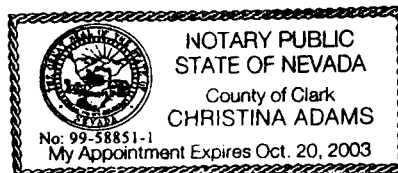
Christina Adams

Notary Public

Residing at 4616 W Sahara Ave. Las Vegas Nevada

October 20, 2003
County of Clark

My Commission Expires:



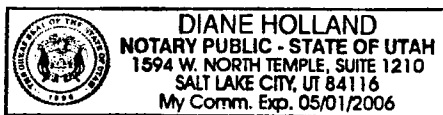
DIVISION OF OIL, GAS AND MINING:

By Lowell P Braxton
Lowell P. Braxton, Director

7-10-03
Date

STATE OF UTAH)
COUNTY OF SALT LAKE) ss:

On the 10 day of July, 2003, Lowell P. Braxton
personally appeared before me, who being duly sworn did say that he, the said
Lowell P. Braxton is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.



Diane Holland
Notary Public
Residing at: Salt Lake City, Utah

05/01/2006
My Commission Expires:

ATTACHMENT "A"

G-P Gypsum Corporation

Operator

Eagle Canyon Quarry

Mine Name

M/015/050

Permit Number

Emery

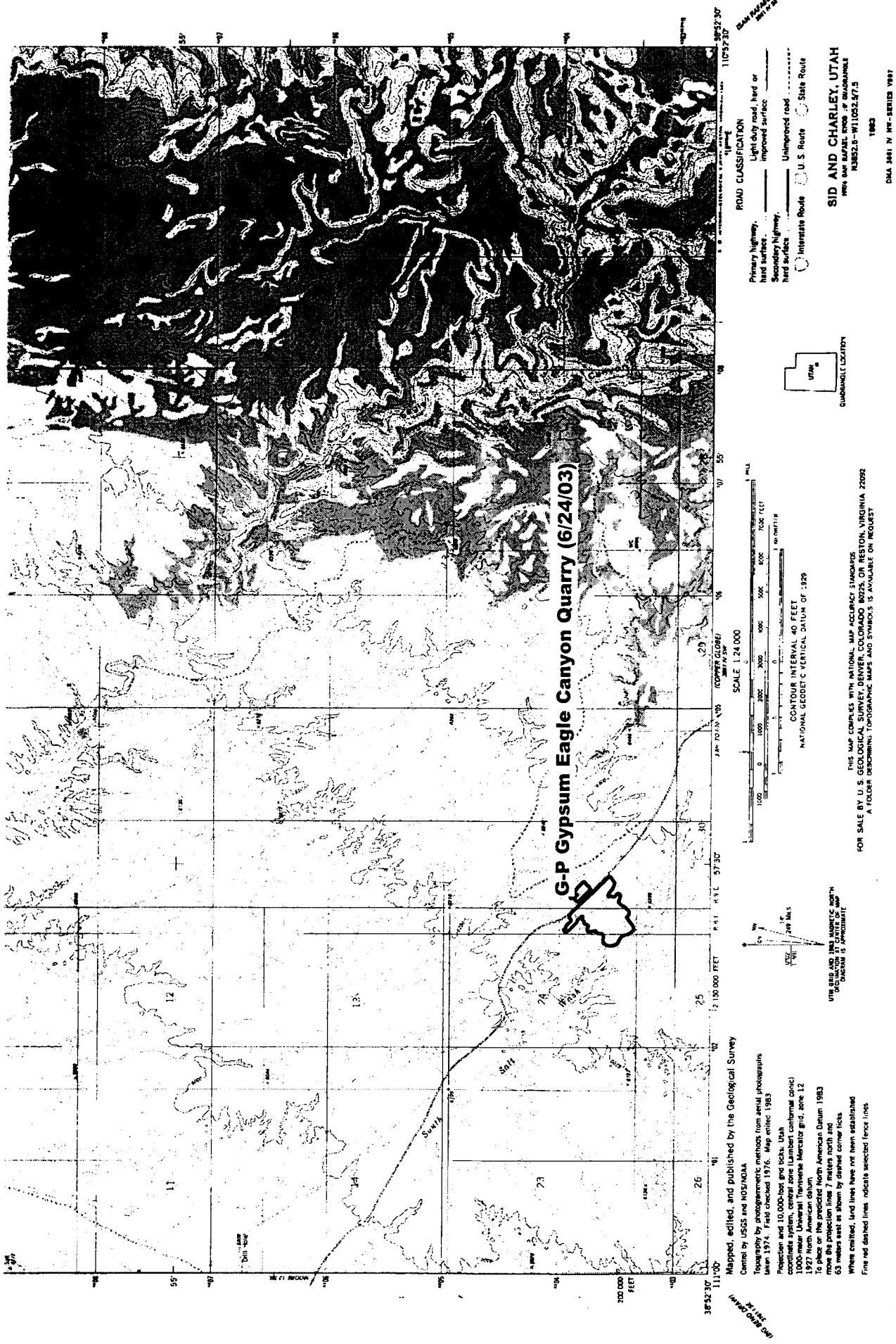
County, Utah

LEGAL DESCRIPTION

Approximately 45.4 acres located within:

SE1/4 SE1/4 Section 24, Township 22 South, Range 8 East
NE1/4 SE1/4 Section 24, Township 22 South, Range 8 East
SW1/4 SW1/4 Section 19, Township 22 South, Range 9 East
NW1/4 SW1/4 Section 19, Township 22 South, Range 9 East

The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 45.4 acres under the approved permit and surety, as reflected on the attached map labeled Attachment "C" and dated 6/24/03:





SIGNATORY DELEGATION

Pursuant to the requirements of the United States Environmental Protection Agency or the appropriate States, or local regulatory agencies, the plant managers at the following G-P Gypsum facilities are hereby authorized to sign all permit applications and compliance reports, and other documents required or requested by the regulatory agencies to be signed by a "responsible official" or "duly authorized representative".

Acme, Texas	Delair, New Jersey	Newington, New Hampshire
Antioch, California	Fort Dodge, Iowa	Pryor, Oklahoma
Blue Rapids, Kansas	Fort Lauderdale, Florida	San Leandro, California
Brunswick, Georgia	Las Vegas, Nevada	Savannah, Georgia
Camden, New Jersey	Long Beach, California	Sigurd, Utah
Canby, Oregon	Lovell, Wyoming	Sweetwater, Texas
Cuba, Missouri	Marietta, Georgia	Tacoma, Washington
Decatur, Georgia	Milford, Virginia	Wheatfield, Indiana

As a responsible official or duly authorized representative, the Plant Manager is expected to consult with the corporate environmental staff in exercising this authority.

David R. Fleiner
President, G-P Gypsum Corporation

9-6-00

Date



IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER:

BENEFICIARY
UTAH DIVISION OF OIL, GAS, AND
MINING
1594 WEST NORTH TEMPLE, SUITE 1210
BOX 145801

SALT LAKE CITY, UTAH 84114-5801
ATTN: PAUL BAKER

APPLICANT
GP GYPSUM CORPORATION
133 PEACHTREE ST. N.E.
ATLANTA, GA 30303

AMOUNT
USD 84,700.00
EIGHTY FOUR THOUSAND SEVEN HUNDRED
AND 00/100'S US DOLLARS

EXPIRATION
JUNE 16, 2004 AT OUR COUNTERS

GENTLEMEN AND LADIES:

1. BANK OF AMERICA, N.A. ("BANK"), OF LOS ANGELES, CALIFORNIA, HEREBY ESTABLISHES THIS IRREVOCABLE LETTER OF CREDIT (THE "LETTER OF CREDIT") IN FAVOR OF THE UTAH DIVISION OF OIL, GAS, AND MINING ("DIVISION") FOR AN AGGREGATE AMOUNT NOT TO EXCEED EIGHTY FOUR THOUSAND SEVEN HUNDRED ONLY IN UNITED STATES DOLLARS ("FACE AMOUNT") EFFECTIVE IMMEDIATELY.

2. THIS LETTER OF CREDIT WILL EXPIRE UPON THE FIRST EVENT SET FORTH AS FOLLOWS: (A) 5:00 O'CLOCK P.M. (CALIFORNIA TIME) ON JUNE 16, 2004 OR (B) THE DATE UPON WHICH SUFFICIENT DOCUMENTS ARE EXECUTED BY THE DIVISION TO RELEASE GP GYPSUM CORPORATION ("OPERATOR") FROM FURTHER LIABILITY FOR RECLAMATION OF THE SIGURD GYPSUM MINING OPERATION, M/015/050 WITH NOTICE TO BANK BY THE DIVISION ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT WITH DIRECTIONS FOR CANCELLATION.

3. THIS LETTER OF CREDIT WILL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF ONE YEAR FROM THE CURRENT OR ANY FUTURE EXPIRATION DATE UNLESS THE BANK GIVES NOTICE TO THE DIVISION AT LEAST 90 DAYS PRIOR TO THE EXPIRATION DATE THAT THE BANK ELECTS NOT TO EXTEND THE LETTER OF CREDIT.

4. FUNDS UNDER THE LETTER OF CREDIT ARE AVAILABLE AGAINST THE DIVISION'S SIGHT DRAFT, IN THE FORM OF EXHIBIT A, SPECIFYING LETTER OF CREDIT NO. : DELIVERED TO THE OFFICE OF THE BANK AT 333 S. BEAUDRY AVENUE, 19TH FLOOR, MAIL CODE: CA9-703-19-23, LOS ANGELES, CA 90017, ATTN. STANDBY LETTER OF CREDIT DEPT. AT THE DIVISION'S SOLE ELECTION, THE DIVISION MAY PRESENT SIGHT DRAFTS FOR LESS THAN THE FACE AMOUNT SO LONG AS THE AGGREGATE AMOUNT OF ALL SIGHT DRAFTS DOES NOT EXCEED THE FACE AMOUNT. EACH DRAFT MUST BE ACCOMPANIED BY A CERTIFICATE IN THE FORM OF EXHIBIT B SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE DIVISION.

5. IF BANK RECEIVES THE DIVISION'S SIGHT DRAFT(S) AND CERTIFICATE(S) AS PROVIDED IN PARAGRAPH NO. 4 ABOVE ON OR BEFORE THE EXPIRATION OR TERMINATION OF THIS LETTER OF CREDIT, BANK WILL MAKE SUCH AMOUNT AS THE DIVISION MAY SPECIFY, WITHIN THE LIMITS OF THE SECOND SENTENCE OF PARAGRAPH NO. 4 OF THIS LETTER OF CREDIT, AVAILABLE TO THE DIVISION NOT LATER THAN THE CLOSE OF BUSINESS, CALIFORNIA TIME, ON THE SECOND BUSINESS DAY FOLLOWING THE BANK'S RECEIPT OF THE SIGHT DRAFT AND CERTIFICATE AND IN SUCH A MANNER AS THE DIVISION MAY SPECIFY.

IFY
RECEIVED

JUN 17 2003

DIV. OF OIL, GAS & MINING

Rank of America, N.A. Trade Operations
 Mail Code: C-39, 703-19-00
 333 N. Beaudry Avenue, 19th Floor, Los Angeles, CA 90007
 001-310-703-1900 • FAX: 001-310-703-1901

ORIGINAL



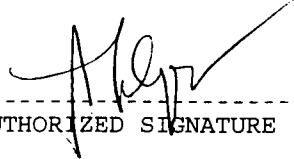
Recycled Paper

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER:

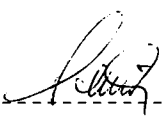
6. THE LETTER OF CREDIT WILL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH AND SHALL BE SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDIT, 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500 ("UCP"). IN THE EVENT OF A CONFLICT BETWEEN UTAH LAW AND THE UCP, UTAH LAW SHALL GOVERN.

7. ALL COMMUNICATIONS REGARDING THIS LETTER OF CREDIT WILL BE ADDRESSED TO BANK AT THE ADDRESS SPECIFIED IN PARAGRAPH NO. 4 ABOVE.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 213-345-0134.



AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE

HERMANN SCHUTTERLE

ENC 1

EXHIBIT A – SIGHT DRAFT

To

Letter of Credit No.

Date	City, County	L/C Number
------	--------------	------------

PAY TO THE ORDER OF UTAH DIVISION OF OIL, GAS AND MINING

_____ UNITED STATES
DOLLARS

TO: Bank of America, N.A.
333 S. Beaudry Avenue
19th Floor, Mail Code: CA9-703-19-23
Los Angeles, CA 90017

Utah Division of Oil, Gas and
Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801

By: _____
Authorized Signature

EXHIBIT B

To

Letter of Credit No.

I, _____, a duly authorized representative of the Utah Division of Oil, Gas and Mining, hereby certify that (1) the drawing in the amount of \$ _____, by sight draft accompanying this certificate, under Letter of Credit No. _____ dated June 16, 2003 issued by you is permitted under the provision of the Letter of Credit, (2) the Letter of Credit has neither expired nor terminated pursuant to its terms, (3) the amount of the sight draft, together with any amounts previously drawn under the Letter of Credit, does not exceed the Face Amount, and (4) the Utah Board of Oil, Gas and Mining, after notice and hearing, has entered an Order which has not been stayed, ordering forfeiture of Letter of Credit No. _____ in accordance with applicable law. Proceeds of this drawing will be utilized in full to pay the expenses relating to the reclamation liability, together with the costs of collection, including attorneys fees, for the Sigurd Gypsum Mining Operation, M/015/050.

Utah Division of Oil, Gas, and Mining

By: _____
Authorized Signature

Date: _____

RIDER

To be attached to Bond No. _____ issued by

THE AETNA CASUALTY AND SURETY COMPANY

(As Surety) in the amount of FIFTY-THOUSAND AND 00/100

(\$ 50,000.00)

Dollars, effective the 26TH day of AUGUST, 19 94

ON BEHALF OF GEORGIA-PACIFIC CORPORATION

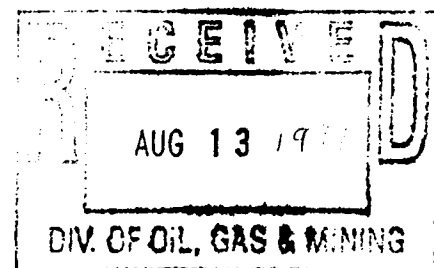
IN FAVOR OF STATE OF UTAH, DIVISION OF OIL, GAS AND MINING, AND BUREAU OF LAND MANAGEMENT

In consideration of the premium charged for the attached bond, it is mutually understood and agreed by the Principal and the Surety that:

THE BOND AMOUNT IS INCREASED: \$23,000.00

FROM: \$50,000.00

TO: \$73,000.00



All other items, limitations and conditions of said bond except as herein expressly modified shall remain unchanged.

This rider shall be effective as of the 8TH day of AUGUST, 19 97.

Signed, sealed and dated this the 12TH day of AUGUST, 19 97.

GEORGIA-PACIFIC CORPORATION

Principal

BY: Steven A. Coulter
Steven A. Coulter, Assistant Treasurer

TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA

Surety

BY: Judy S. Fleming
JUDY S. FLEMING Attorney-in-Fact

Accepted:

Bond 22a

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA has caused this instrument to be signed by its Vice President, and its corporate seal to be hereto affixed this 1st day of July, 1997.

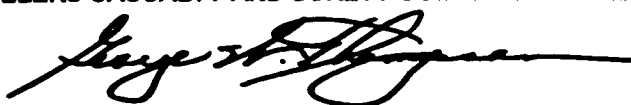
STATE OF CONNECTICUT

} SS. Hartford

COUNTY OF HARTFORD



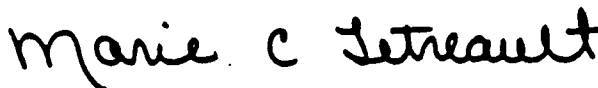
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By 

George W. Thompson
Vice President

On this 1st day of July, 1997, before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.





My commission expires June 30, 2001 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this

12th day of August, 1997.



By: 

Rose Gonsoulin
Assistant Secretary

ATTACHMENT B

MR FORM 6
Joint Agency Bonding Form

(April 8, 1993)

Bond Number _____
Permit Number M/015/050
Mine Name San Rafael - Eagle Cyn

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

THE MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned Georgia-Pacific Corporation as Principal,
and The Aetna Casualty and Surety Company as Surety, hereby jointly and severally
bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of
Utah, Division of Oil, Gas and Mining, and Bureau of Land Management
in the penal sum of --Fifty-Thousand and 00/100----- dollars (\$ 50,000.00-----).

Principal has estimated in the Mining and Reclamation Plan approved by the
Division of Oil, Gas and Mining on the 24th day of September, 1994, that 34
acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the
Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and
Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation
Act, and complied with the Rules and Regulations adopted in accordance therewith, then this
obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and
regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Date: August 26, 1994

Georgia-Pacific Corporation
Principal (Permittee)

By (Name typed): George G. Lang

Title: Assistant Treasurer

Signature: George G. Lang *HL*

Date: August 26, 1994

The Aetna Casualty and Surety Company
Surety

By: (Name Typed) Judy S. Fleming

Title: Attorney-in-Fact

Signature: Judy S. Fleming

Countersigned

By: Wm. D. Smith

SO AGREED this 28th day of September, 1994.



Dave D. Lauriski, Chairman
Board of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION

Judy S. Fleming, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) Agent of said Surety, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Signed: _____

Surety Officer

Title: Attorney-in-Fact

Subscribed and sworn to before me this 26th day of August, 1994.

Deborah A. Mum
Notary Public

Residing at: Lithonia, GA

My Commission Expires:

Notary Public, Dekalb, Georgia.
My Commission Expires October 27, 1995

_____, 19____.

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint

C. Kay Johnson, Mary Kelly Speed, Margaret G. Middione, Judy S. Fleming *

of Atlanta, GA, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incidents thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company, which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him or her.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Group Executive, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed this 17th day of January, 1994

State of Connecticut }
County of Hartford } ss. Hartford



THE AETNA CASUALTY AND SURETY COMPANY

By George W. Thompson
George W. Thompson
Assistant Vice President

On this 17th day of January, 1994, before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Assistant Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Dorothy L. Marti

My commission expires August 31, 1998
Dorothy L. Marti

Notary Public

CERTIFICATE

I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 26th day of August, 1994.



By William T. DiRoberts
William T. DiRoberts
Secretary

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make constitute and appoint C. Kay Johnson, Mary Kelly Speed or Judy S. Fleming * *

of, Atlanta, GA, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated , the following instrument(s):

by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto

and to bind TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company, which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him or her.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Group Executive, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

(over)